

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Watts Consulting Group (WCG)	2. Registration No. 5641
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3. Name of Foreign Principal Government of Peru
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Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
WCG is retained by the Government of Peru for a three month period beginning in in December 2006 and ending in March, 2007 for consulting and government relations services provided by WCG. WCG is selected as a part of a team to concentrate on advocacy on Capitol Hill for the Peru FTA.

2007 JUN 19 01:23
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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Legislative Analysis. Watts Consulting Group (WCG) was engaged by the Peruvian government to work alongside the Peruvian Embassy and meet with key Peru government officials to create a legislative assessment and understand the positions of specific members of Congress on the Peru Free Trade Agreement.
2. Member & Administration Outreach Activities- coordinate educational and advocacy efforts to educate government officials and third parties about issues involved with Peru's free trade agreement with the U.S. and to promote the passage of Peru's trade agreement within the U.S. Activities include meetings at USTR, with members of Congress and their staff as well as third party organizations to educate them regarding the issues surrounding Peru's free trade agreement.
3. Coalition Building. WCG coordinated efforts by U.S. businesses, business associations, trade organizations and other third parties to create a seamless effort to promote the Peru FTA among key decision makers in the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

1. Legislative Analysis. Watts Consulting Group (WCG) will work alongside the Peruvian Embassy and meet with key Peru government officials to create a legislative assessment and understand the positions of specific members of Congress on the Peru Free Trade Agreement. This will require meeting with various members of Congress and their staff to better understand their position on the free trade agreement and any barriers they may see that might hinder the passage of the agreement.
2. Member & Administration Outreach Activities- coordinate educational and advocacy efforts to educate government officials and third parties about issues involved with Peru's free trade agreement with the U.S. and to promote the passage of Peru's trade agreement within the U.S. Activities include: meetings at USTR; with members of Congress and their staff; meetings with various interested third party organizations and business coalitions to educate them regarding the issues surrounding Peru's free trade agreement and discuss timelines and strategies for promoting passage of the agreement in the U.S.

2007 JAN 19 PM 3:23
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Date of Exhibit B	Name and Title	Signature
January 18, 2007	Lindsey Mitchell, Director of Client Relations	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**“Lobbying Services Contract for the US – PERU Free Trade Agreement (FTA)
Approval in the Congress of the United States of America”**

This Contract is hereby entered into by and between **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO**, with its address of record at Calle Uno Oeste No. 050, Urbanizacion Corpac, San Isidro, Lima, Peru, duly represented by the General Director of the General Administration Office, Ms. **PAOLA FRANCO SOTOMAYOR**, holder of ID [REDACTED] empowered by Ministry Resolution No. 418-2006-MINCETUR/DM, hereinafter referred to as “**MINCETUR**”, and **WATTS CONSULTING GROUP**, with its address of record at 600 13th Street NW Suite 790 Washington DC 2005, United States of America, duly represented by Elroy Sailor, in accordance with the powers granted under Power of Attorney dated November 01, 2006 issued by Michael Dickson, Notary in and for the District of Columbia, United States of America, hereinafter referred to as “**WCG**”.

This Contract is subject to the following terms and conditions:

1. GENERAL ARRANGEMENT

MINCETUR is a public institution of the National Government defining, ordering, executing, coordinating and supervising the policy on foreign trade and tourism as provided by Law No. 27790 – Foreign Trade and Tourism Ministry Organic Law and its Regulations approved by Supreme Decree No. 005-2002-MINCETUR.

MINCETUR intends to hire a firm, which shall be in charge of developing and executing lobbying services on behalf of Peru before the Executive and Congress of the United States of America, particularly, before the democrats of the aforementioned Congress with the purpose of effectively promoting the approval of the Trade Promotion Agreement subscribed by Peru and the United States of America.

WCG is an American limited liability company, with its address of record located in Washington DC, United States of America, aimed at providing consulting services on governmental relations. Said company is knowledgeable about specific labor aspects, which are usually referred to by US Congress democrats as arguments to oppose trade agreements. It also has a special approach to grassroots democrats who may promote positions and tendencies in favor of the perception of free trade with Peru.

2. PURPOSE AND SCOPE OF SERVICES

MINCETUR shall hire **WCG** services so the latter may provide **MINCETUR** with lobbying services before the Executive and Congress of the United States of America, particularly, before the democrats of the aforementioned Congress with the purpose of effectively promoting the approval of the Trade Promotion Agreement subscribed by Peru and the United States of America.

In this regard, **WCG** agrees to provide such consulting services to **MINCETUR**, under the terms and conditions set forth herein and under the Terms of Reference contained in the annex attached hereto and made a part hereof.



Services hired shall be provided in the United States of America, in the city of Washington DC, in particular.

WCG shall provide its services as ordered by the Vice-Ministry of Foreign Trade of **MINCETUR**. **WCG** shall be regularly in contact with the personnel appointed by the Foreign Trade vice-Ministry to receive instructions, inform on progress and coordinate activities, unless a direct and frequent communication is guaranteed by certain circumstances.

MINCETUR shall provide accreditation, upon written notice to **WCG**, to the officers of the vice-Ministry of Foreign Trade who will supervise the fulfillment of the obligations set forth herein, such officers may act jointly or independently.

3. INDEPENDENT CONTRACTOR

Both parties agree that **WCG** shall act as an independent contractor of Peru regarding the provision of services under this contract and the attached Terms of Reference. As an independent contractor, **WCG** shall not be entitled to compromise or relate Peru to any right, power or authority, nor shall create any implicit or express obligation, or file any legal action on behalf of Peru, unless otherwise provided in written by **MINCETUR**.

Nothing in this Contract shall be deemed or construed to establish any joint venture, society, representation or any employer-employee relation between the parties for any purpose. In this regard, the personnel **WCG** may require during the provision of services hereunder shall not have any labor relation with **MINCETUR**. Therefore, **WCG** shall assume the benefits and/or rights corresponding to them arising from the services provided to **WCG** by such personnel.

4. TERM

This Contract shall be in force for four months from December 01, 2006 to March 31, 2007. When such term becomes due, this Contract shall be terminated. However either Party may terminate this Contract before its expiration date by giving written notice thirty (30) days in advance.

In case the FTA is totally approved by the Congress of the United States of America before the termination of this Contract, **MINCETUR** is entitled to pay **WCG** only for the services provided until the date the Congress approves the FTA, that is, **MINCETUR** shall pay on a pro rata basis according to the actual service provision period.

Likewise, if the Parties foresee that the FTA will not be approved by the Congress of the United States of America before the termination of this Contract, they may extend the term hereof by subscribing an Addendum under the terms and conditions of the original Contract.

Upon termination of this Contract, notwithstanding the reason for its termination, **WCG** shall provide **MINCETUR**, at any time and at no cost, copies of all the work done and of the documents prepared or acquired by **WCG** under this Contract, as well as all materials **MINCETUR** may have provided **WCG** with,



which may be related to this Contract. **MINCETUR** shall pay off **WCG** for invoices and pending expenses upon termination of this Contract.

The term and provisions of this Contract are in full force and effect, unless they are amended or suspended upon request of either party.

Any amendment or suspension must be mutually agreed by the Parties. In such cases, any provisions herein, which are not amended, shall continue in full force and effect. Moreover, all fees and expenses arising from such amendment shall be approved by both parties in an addendum or another contract.

5. FEES AND EXPENSES

In consideration of the professional service provision described herein, **MINCETUR** agrees to pay **WCG** the amount of \$80,000.00 (eighty thousand and 00/100 dollars of the United States of America), which shall be paid in four (4) monthly installments of \$20,000.00 (twenty thousand and 00/100 dollars of the United States of America) each, free of any tax or deduction applicable by Peruvian Law.

Such payment shall be transferred to the following account:

Bank Chevy Chase

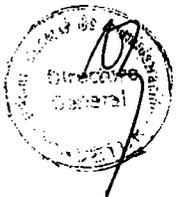
Routing/ABA # [REDACTED]
Checking acc # [REDACTED]

The aforementioned monthly payment shall be made within a fifteen (15) days period as from the receipt of the invoice submitted by **WCG** to **MINCETUR** and the issuance of approval of services granted by **MINCETUR**'s Vice-Minister of Foreign Trade.

6. SERVICE APPROVAL

The Service Approval entails checking duly fulfillment of the obligations undertaken by **WCG** under the Contract and the Terms of Reference attached hereto.

In order to obtain the Service Approval, **WCG** undertakes to submit to **MINCETUR** a monthly report on the fulfillment of obligations undertaken and objectives achieved according to the Contract and the Terms of Reference herein. **MINCETUR**, in turn, shall issue the proper Service Approval through the Foreign Trade vice-Minister.



If the Foreign Trade vice-Minister makes any observations on **WCG**'s Monthly Report, **MINCETUR** shall inform **WCG** in writing of such observations and grant **WCG** a reasonable period to properly resolve any problems observed. Said period shall be fixed according to the degree of difficulty of the observed problems.

If after the granted period, **WCG** does not comply with resolving the observations, **MINCETUR**, at its sole discretion, shall have the right to terminate the Contract with no previous adjudication required, but with a notice sent to **WCG** informing about the decision. In that event, the Contract termination shall

become effective without any further formality and as from the day WCG was notified in writing by a means that evidences notice delivery.

7. **RECORDS**

WCG must keep records of its operations under this Contract and the expenses incurred in the performance of its duties, and must allow MINCETUR access to the records without delay, in business hours.

8. **COMMITMENTS**

WCG undertakes to perform the following:

- a. While providing services as specified in the Contract herein, to comply at all times with all federal and State laws and regulations applicable to the services it provides; and
- b. While providing services as specified in the Contract herein, WCG, its employees and representatives shall comply with all procedures and policies applicable to the services it provides, and provide them according to the current ethic and professional principles in Peru.

In turn, MINCETUR, according to the rules of good faith ruling contractual relations, shall endeavor to implement WCG's recommendations and suggestions in order to enable it to meet its obligations under the Contract herein.

9. **PROPERTY RIGHTS**

All materials prepared by WCG exclusively for MINCETUR under the Contract are owned by MINCETUR and should be considered as made-to-order work materials. If any materials, because of the law, may not be considered as made-to-order work materials, WCG hereby transfers all intellectual property rights over such materials to MINCETUR. WCG shall obtain all intellectual property rights its employees or representatives may have on the materials so as Peru being able to acquire them without any impediment. WCG shall issue the documents and provide counseling as MINCETUR may reasonably require for completely performing the provisions in the paragraph hereto.

10. **CONFLICTING ACTIVITIES**

WCG shall not pursue activities in conflict with the aims of this Contract or that may affect in some manner its provision of the entrusted services and/or any of the obligations undertaken under this Contract.

Likewise, WCG shall avoid any public action or statement that may affect MINCETUR and/or the Government of Peru's aims as explained in the Contract herein.

11. **RESTRICTION ON TRANSFER OF OBLIGATIONS**

The Contract shall not be transferred by any of the Parties and WCG's obligations shall not be performed by outsourcing without prior consent in writing by MINCETUR.

12. TERMINATION OF THE CONTRACT

The Parties hereby state that MINCETUR is interested in the total compliance of each and every one of the obligations undertaken by WCG in this Contract and the documents included herein. Therefore, in exercise of their own autonomy, they agree on the termination of the Contract without further formality if any obligation is not complied with.

Contract termination shall be informed by means of a written notice sent to the address stated in the Contract introduction, and shall be applied without further formality as from the day following notice reception.

After Contract termination, WCG is liable for holding confidentiality of any non-public information provided by MINCETUR and kept with WCG according to professional practice rules. At the request of MINCETUR, WCG shall return any documents or information in its possession owned by MINCETUR, after receiving payment for any fees or charges due, if applicable.

13. DISPUTE SETTLEMENT – ARBITRATION

In case of any dispute arising from this Contract's execution and/or interpretation, the Parties undertake to do everything in good faith possible to reach an amicable solution.

Notwithstanding the preceding paragraph, if disputes persist, the parties specifically agree that, only for the purposes of dispute settlement, the applicable law shall be the law in Washington D.C., United States of America, under the system of *De Jure* Arbitration.

Furthermore, it is agreed that the arbitral award shall be binding to both parties. The award shall be final and conclusive and may not be appealed before the Judiciary or any other national or international, arbitration or administrative jurisdictional institutions.



14. APPLICABLE LAW

The Contract, its execution and interpretation, shall be governed by the laws of the District of Columbia, City of Washington D.C., United States of America.

15. NOTICES

Any notice shall be sent by prepaid registered mail to the following addresses:

To: **Watts Consulting Group**
Att.: Elroy Sailor
600 13th Street NW Suite 790
Washington, DC 20005

United States of America

To: Ministerio de Comercio Exterior y Turismo (MINCETUR)
Att.: Paola Franco Sotomayor – Directora General de Administración
Calle Uno Oeste No. 050, Urbanización Corpac
San Isidro, Lima, Perú

This document and the Terms of Reference attached hereto form the entire statement of the Contract. The Parties hereby express their acceptance of the terms of the Contract and declare that no other provisions expressed or implicit on the Contract exist.

This Contract is signed by MINCETUR in Lima, on November 29, 2006 and by WCG in Washington D.C., United States of America, on December 1, 2006.

For MINCETUR

CPC. PAOLA FRANCO SOTOMAYOR
Administration General Manager
MINCETUR

CPC. PAOLA FRANCO SOTOMAYOR
Directora General de Administración
MINCETUR

For WCG



ELROY SAILOR
PARTNER

2007 JUN 19 PM 3:23
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TERMS OF REFERENCE

LOBBYING FIRM FOR THE APPROVAL OF THE U.S. – PERU TRADE PROMOTION AGREEMENT (FTA) BY THE UNITED STATES CONGRESS

a. Tasks

1. Permanent coordination of all the work done and to be done with the competent authorities of MINCETUR, the Peruvian Ministry of Foreign Affairs and specially with the Embassy of Peru in the United States.
2. Specific work with the democrats in both chambers of the United States Congress, to position the Peruvian trade interests, towards the FTA approval.
3. Continuous proposal of specific steps required to promote the Peruvian trade interests among republicans in both chambers of the United States Congress, towards the FTA approval.
4. Work with the U.S. Congress and specially with the republicans, in particular in the Senate Finance Committee and the House of Representatives Ways and Means Committee. This includes holding a strong relation and promotion of the Peruvian Trade interests with democrat members of the U.S. Congress leading the competent committees in each chamber, and with their staffers, in order to consolidate the Peruvian position in the U.S. Congress schedule.
5. Promotion of Peruvian interests among different audiences, events, meetings, and any other occasions relevant to form the opinion and decision of democrats in favour of the FTA.
6. Coordinated work for the promotion (from the democrat standpoint) of the Peruvian interests within the different U.S. agencies, particularly USTR, the Department of States, the Department of Commerce and the White House.
7. Permanent information to MINCETUR on the progress, news and other relevant issues regarding the FTA approval in the U.S. Congress.
8. All other tasks indicated by MINCETUR and that turn out to be necessary to achieve the democrats vote for the FTA approval.



Term of Contract: 4 months, beginning December 1st. 2006, with the possibility of extending it until the final U.S. Congress approval of the FTA, pursuant to the Peruvian Government Procurement regulations.

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SERVICIOS/REGISTRACION/ENLIT

**"Contratación de servicios de Cabildeo para la aprobación del Tratado de Libre Comercio
- TLC Perú-EEUU en el Congreso de los Estados Unidos de América"**

Conste en el presente documento, el Contrato que celebran de una parte, el **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO**, con domicilio legal en la Calle Uno Oeste N° 050, Urbanización Córpac, San Isidro, Lima, Perú, debidamente representado por la Directora General de la Oficina General de Administración, señora **CPC PAOLA FRANCO SOTOMAYOR**, identificada con DNI N° 09297326, facultada mediante Resolución Ministerial N° 418-2006-MINCETUR/DM, quien en adelante se denominará "**MINCETUR**", y de la otra parte la firma **WATTS CONSULTING GROUP**, con domicilio legal en 600 13TH Street NW Suite 790 Washington D.C. 20005, Estados Unidos de América, debidamente representada por Elroy Sailor, según facultades otorgadas mediante Poder de fecha 1 de noviembre de 2006, otorgado ante el Notario Michael Dickson, del distrito de Columbia, Estados Unidos de América, que en adelante se denominará "**WCG**".

El presente Contrato se celebra en las condiciones y términos siguientes:

1. DISPOSICIÓN GENERAL.

EL **MINCETUR** es una institución pública del Gobierno Nacional que define, dirige, ejecuta, coordina y supervisa la política de comercio exterior y de turismo al amparo de lo dispuesto por la Ley N° 27790 – Ley Orgánica del Ministerio de Comercio Exterior y Turismo y su Reglamento aprobado por Decreto Supremo N° 005-2002-MINCETUR.

EL **MINCETUR** requiere la contratación de una firma que se encargue de desarrollar y ejecutar los servicios de cabildeo a favor del Perú ante el Poder Ejecutivo y Congreso de los Estados Unidos de América, y en particular, ante la bancada demócrata de dicho Congreso, a fin de promover eficazmente la aprobación del Acuerdo de Promoción Comercial suscrito entre el Perú y los Estados Unidos de América;

WCG es una empresa norteamericana de responsabilidad limitada, con sede en Washington D.C., Estados Unidos de América, dedicada a la provisión de servicios de consultoría sobre relaciones gubernamentales. la misma que tiene un cabal conocimiento de los aspectos laborales específicos, respecto a los cuales la bancada demócrata del Congreso estadounidense suele referirse como argumentos para oponerse a los acuerdos comerciales; tiene además un especial alcance con los grupos de base demócratas que pueden promover posiciones y tendencias a favor de la percepción del libre comercio con el Perú

2. OBJETO Y ALCANCES DEL SERVICIO.

EL **MINCETUR** contrata los servicios de **WCG** a fin de que éste le brinde el servicio de Cabildeo ante el Poder Ejecutivo y el Congreso de los Estados Unidos de América, y en particular ante la bancada demócrata de dicho Congreso, a fin de promover eficazmente la aprobación del Acuerdo de Promoción Comercial suscrito entre el Perú y los Estados Unidos de América.

En ese sentido, **WCG** se compromete a prestar dichos servicios de asesoramiento al **MINCETUR**, en los términos señalados en el presente Contrato y en los Términos de Referencia que corren en anexo que forma parte del mismo.

El servicio que se contrata será prestado en los Estados Unidos de América, en particular en la ciudad de Washington D.C.

WCG deberá brindar sus servicios bajo la dirección del Viceministerio de Comercio Exterior del **MINCETUR**. **WCG** deberá comunicarse regularmente con el personal que designe el Viceministerio de Comercio Exterior, a fin de recibir instrucciones, reportar progresos y coordinar actividades, a menos que las circunstancias garanticen una comunicación directa y frecuente.

EL **MINCETUR** mediante comunicación escrita dirigida a **WCG**, acreditará oportunamente a los funcionarios del Viceministerio de Comercio Exterior, que supervisarán el cumplimiento de las obligaciones pactadas en el presente Contrato, quienes podrán actuar independiente o conjuntamente.



3. CONTRATANTE INDEPENDIENTE.

Ambas Partes acuerdan que, en la prestación de los servicios señalados en el presente documento y Términos de Referencia anexos, **WCG** deberá actuar como un contratante independiente del Perú. Como contratante independiente, **WCG** no tendrá ninguna potestad para comprometer o vincular al Perú con algún derecho, potestad o autoridad, ni para crear una obligación, expresa o implícita, o demandar en nombre del Perú, excepto que ello esté expresamente autorizado, por escrito, por el **MINCETUR**.

Ninguna disposición del presente Contrato debe ser considerada o interpretada en el sentido de crear un *joint venture*, sociedad, representación o una relación empleador-trabajador entre las Partes para cualquier propósito. En este sentido, el personal que pudiera trabajar para **WCG** durante la prestación de los servicios materia del presente Contrato, no tiene relación laboral ni de otra naturaleza con el **MINCETUR**, por lo que corresponderá a **WCG** asumir los beneficios y/o derechos que eventualmente pudiera corresponderle a dicho personal por los servicios prestados a **WCG**.

4. PLAZO.

Este Contrato estará vigente por cuatro meses, desde el 1 de diciembre de 2006 hasta el 31 de marzo de 2007. Vencido dicho plazo, el presente Contrato concluirá; sin embargo, cualquier Parte puede darlo por concluido antes de su vencimiento mediante comunicación escrita notificada con treinta (30) días de anticipación.

En caso de que el **TLC** sea totalmente aprobado por el Congreso de los Estados Unidos de América antes de la conclusión de este Contrato, el **MINCETUR** estará obligado a pagar a **WCG** solamente por los servicios que haya prestado hasta la fecha de la aprobación congresal del **TLC**, es decir, el **MINCETUR** hará un pago prorrateado de acuerdo al periodo en que el servicio fue prestado efectivamente.

Igualmente, si las Partes previeran que el **TLC** no será aprobado por el Congreso de los Estados Unidos de América antes de la fecha de conclusión de este Contrato, podrán prorrogar la vigencia del mismo mediante la suscripción de una Adenda, bajo las mismas condiciones del Contrato original.

Una vez que el Contrato haya concluido, sin importar el motivo de tal conclusión, **WCG** entregará al **MINCETUR**, cuando éste lo requiera y sin costo alguno, copias de todo el trabajo hecho y de los documentos preparados o adquiridos por **WCG** al amparo del presente Contrato, así como todos los materiales que el **MINCETUR** haya suministrado a **WCG** que tengan relación con el Contrato. El **MINCETUR** hará el pago final a **WCG** por concepto de facturas y gastos pendientes una vez que el Contrato haya concluido.

Los plazos y las disposiciones de este Contrato son vigentes y exigibles, en tanto no se modifiquen o interrumpan a pedido de una de las partes.

Cualquier modificación o interrupción requiere consenso entre las Partes. En estos casos, las disposiciones del presente Contrato no modificadas continuarán vigentes y exigibles; asimismo, todos los honorarios y gastos que tal modificación pudiera generar deberán ser pactados por las Partes en una adenda o en otro Contrato.

5. HONORARIOS Y GASTOS.

A cambio de la prestación de los servicios profesionales descritos en el presente documento, el **MINCETUR** acuerda pagar a **WCG** la suma de \$80,000.00 (Ochenta mil y 00/100 Dólares de los Estados Unidos de América), la cual será pagada en cuatro (4) armadas mensuales de \$20,000.00 (Veinte mil y 00/100 Dólares de los Estados Unidos de América) cada una, libre de retenciones por concepto de impuestos u otras deducciones aplicables según la Ley.

Dicho pago deberá ser efectuado mediante transferencia a la siguiente cuenta:

Bank Chevy Chase



Routing/ABA # es [REDACTED]
Checking acct# [REDACTED]

El pago del monto mensual señalado precedentemente será efectuado dentro de los quince (15) días computados desde la recepción de la factura presentada por **WCG** al **MINCETUR** y de la emisión de la conformidad de servicios otorgada por el Viceministro de Comercio Exterior del **MINCETUR**.

6. CONFORMIDAD DEL SERVICIO.

La Conformidad del Servicio implica la verificación del debido cumplimiento de las obligaciones asumidas por **WCG** en el presente Contrato y Términos de Referencia anexos.

A efectos de obtener la Conformidad del Servicio, **WCG** se obliga a presentar al **MINCETUR** un informe mensual de cumplimiento de las obligaciones que asume y de los logros obtenidos, de acuerdo al presente Contrato y a los Términos de Referencia que lo integran; el **MINCETUR**, a través del Viceministro de Comercio Exterior, emitirá la respectiva Conformidad del Servicio.

En el caso que el Viceministro de Comercio Exterior formule observaciones al Informe Mensual de **WCG**, el **MINCETUR** le cursará una comunicación escrita dándole a conocer tales observaciones y otorgándole un plazo prudencial para la subsanación correspondiente; el plazo se fijará en función a la complejidad de las observaciones.

Si después del plazo otorgado, **WCG** no cumple a cabalidad con subsanar las observaciones, el **MINCETUR** podrá resolver el presente Contrato en forma unilateral sin necesidad de declaración judicial previa, bastando para ello una comunicación escrita dirigida a **WCG**, informándole de tal decisión. En este supuesto, la resolución del Contrato operará de pleno derecho, desde el día siguiente de efectuada dicha comunicación a **WCG** a través de un medio que acredite fehacientemente la entrega.

7. ARCHIVO.

WCG debe mantener archivos de su actuación en relación con el presente Contrato y de los gastos incurridos por su labor, y debe permitir que el **MINCETUR** acceda a esos archivos sin demora, en horario de oficina.

8. COMPROMISOS.

WCG se compromete a lo siguiente:

- a. Mientras preste los servicios detallados en este documento, siempre cumplirá con todas las leyes y regulaciones tanto federales como estatales aplicables a los servicios que brinda; y,
- b. Mientras preste los servicios detallados en este documento, **WCG**, sus empleados y sus agentes cumplirán todos los procedimientos y políticas aplicables a los servicios que brinda, y deberán prestarlos de modo consistente con los principios éticos y profesionales que rigen en el Perú.

Por su parte, **MINCETUR**, bajo las reglas de la buena fe que rigen las relaciones contractuales, procurará poner en práctica las recomendaciones y sugerencias de **WCG**, a fin de permitir que éste satisfaga sus obligaciones según este Contrato.

9. DERECHOS DE PROPIEDAD

Todos los materiales preparados por **WCG** exclusivamente para el **MINCETUR**, de conformidad con el presente Contrato, son de propiedad del **MINCETUR**, y deben ser considerados material de trabajo preparado por encargo. En caso de que algunos materiales, por efecto de la ley, no sean considerados material de trabajo preparado por encargo, mediante el presente Contrato **WCG** cede todos los derechos de propiedad intelectual sobre dichos materiales a favor del **MINCETUR**. **WCG** obtendrá todos los derechos de propiedad intelectual que sus empleados y agentes puedan tener sobre esos materiales, para que el Perú los adquiera libre de contingencias. **WCG** deberá expedir esos documentos y proveer la asesoría que el **MINCETUR** razonablemente requiera para cumplir a cabalidad lo dispuesto en este punto, por cuenta de **WCG**.



10. INCOMPATIBILIDADES

WCG no podrá comprometerse en actividades incompatibles con los propósitos del presente Contrato o que pudieran afectar en alguna forma la prestación de los servicios encomendados y/o cualquiera de las obligaciones asumidas en virtud del mismo.

Asimismo, WCG deberá evitar cualquier acción o pronunciamiento público que pudiera afectar adversamente los objetivos del MINCETUR y/o del Gobierno del Perú, plasmados en el presente Contrato.

11. IMPEDIMENTO DE CESIÓN DE OBLIGACIONES.

El presente Contrato no podrá ser cedido por ninguna de las Partes, ni podrán ser subcontratadas las obligaciones de WCG, excepto que haya un consentimiento previo y por escrito por parte del MINCETUR.

12. RESOLUCIÓN DEL CONTRATO

Las partes dejan constancia que es interés del MINCETUR el cumplimiento de todas y cada una de las obligaciones asumidas por WCG en el presente Contrato y documentos que lo integra; por ello, en ejercicio de sus respectivas autonomías pactan la resolución de pleno derecho del Contrato, frente al incumplimiento de cualesquiera de las obligaciones.

La resolución del Contrato será comunicada mediante documento escrito en el domicilio señalado en la introducción del presente Contrato y opera de pleno derecho a partir del día siguiente de recibida la referida comunicación.

Después de finalizado el Contrato, WCG queda obligado a mantener la confidencialidad sobre cualquier información no pública, que el MINCETUR, haya proporcionado y que WCG, retenga de acuerdo con las reglas de la práctica profesional. A solicitud del MINCETUR, WCG devolverá los documentos y cualquier información de propiedad del MINCETUR en su poder, después de recibir el pago de honorarios y costos pendientes de ser el caso.

13. SOLUCIÓN DE CONTROVERSIAS - ARBITRAJE

En caso surja alguna controversia en la ejecución y/o interpretación del presente Contrato, las Partes se comprometen a interponer sus mejores oficios para la búsqueda de una solución de común acuerdo.

No obstante lo estipulado en el párrafo anterior, de persistir las controversias, las Partes convienen expresamente que sólo para efecto de solucionarlas será aplicable la Ley vigente en Washington D.C. de los Estados Unidos de América, a través del mecanismo de Arbitraje de Derecho.

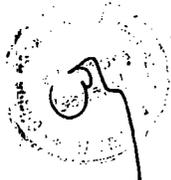
Asimismo, se acuerda que el laudo arbitral emitido será vinculante para ambas Partes y pondrá fin a la controversia de manera definitiva, siendo el laudo inapelable ante el Poder Judicial o ante cualquier otra instancia jurisdiccional arbitral o administrativa, sea ésta local o internacional.

14. LEY APLICABLE

Este Contrato se regirá por las leyes del Distrito de Columbia, ciudad de Washington D.C., Estados Unidos de América, tanto para su interpretación como para su ejecución.

15. NOTIFICACIONES.

Todas las notificaciones deben ser enviadas vía correo certificado, sellado y prepagado, dirigido a la siguiente dirección:



A WATTS CONSULTING GROUP

Att.: Elroy Sailor
600 13TH Street NW Suite 790
Washington, DC 20005
Estados Unidos de América

A MINISTERIO DE COMERCIO EXTERIOR Y TURISMO:

Att: Paola Franco Sotomayor – Directora General de Administración
Calle Uno Oeste N° 050, Urbanización Córpac,
San Isidro, Lima, Perú

El presente documento y los Términos de Referencia anexos, constituyen el íntegro del presente Contrato y las Partes manifiestan estar conformes con todos los términos reconocen que no existen otras disposiciones sobre el particular, expresas o implícitas.

El presente Contrato es firmado por **MINCETUR**, en Lima, a los 29 días del mes de noviembre de 2006; se perfecciona con la firma de **WCG**, en Washington D.C., Estados Unidos de América, el día 01 del mes de diciembre de 2006.



Por **MINCETUR**

CPC. PAOLA FRANCO SOTOMAYOR
Directora General de Administración
MINCETUR

Por **WCG**

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DIR/REG/REGISTRATION UNIT